

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1    2	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PA01</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2011</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA-PBS-7PQO-FW OPERATIONS BRANCH-FTW SVC CTR 819 TAYLOR ST, RM 14B06 FORT WORTH TX 76102-6181 JOHN E DAVIS 817-978-7476				7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center;">See Block 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						Modification Amount: \$0.00 Modification Obligated Amount: \$0.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
<b>See Supplementary Page.</b>							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				GSA PBS			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
				JUL 11, 2011			
Signature of person authorized to sign)							

**Description of Modification/Amendment:**

Operations and Maintenance and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX

1. The attached Wage Determination No. 2005-2513, Revision No. 11, Date of Revision 06/13/2011 is hereby incorporated into the contract in accordance with FAR 22.1012-1, Prevailing wage determination.

The contractor has 30 days to notify the contracting officer of a request for price adjustment due to a change in the wage determination.

2. The attached clauses are hereby incorporated into the contract by reference.

WD 05-2513 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2513  
Revision No.: 11  
Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto,  
Parker, Somervell, Tarrant, Wise

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01040 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.20
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.77
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01280 - Receptionist		13.60
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		18.82
01410 - Supply Technician		25.99
01420 - Survey Worker		17.29
01531 - Travel Clerk I		13.07
01532 - Travel Clerk II		14.04
01533 - Travel Clerk III		15.06
01611 - Word Processor I		12.80
01612 - Word Processor II		15.30
01613 - Word Processor III		17.29
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.31
05010 - Automotive Electrician		21.40
05040 - Automotive Glass Installer		21.40

05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	16.07
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	21.40
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.15
05250 - Motor Vehicle Upholstery Worker	20.43
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter, Automotive	19.45
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	11.39
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.14
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	12.94
09130 - Upholsterer	14.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.96
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	16.96
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80



12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.77
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	37.82
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	15.98
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.91
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	21.37
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.52
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	21.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	15.47
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.52
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning	20.44

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	12.97
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.19
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.88
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	22.19
23932 - Telecommunications Mechanic II	23.17
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.76
23980 - Woodworker	15.47
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.21
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Equipment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19

28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.48
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 3)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.64
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	21.60
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 24.97
30621 - Weather Observer, Senior	(see 3) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	20.50
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	

99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	23.40
99410 - Pest Controller	17.39
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	24.51
99831 - Surveying Aide	14.21
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.06
99842 - Vending Machine Repairer Helper	14.05

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## **Clauses**

**52.223-5 Pollution Prevention and Right-To-Know information (May 2011)**

**52.223-6 Drug-Free Workplace (May 2001)**

**52.223-10 Waste Reduction Program (May 2011)**

**52.223-11 Ozone-Depleting Substances (May 2001)**

**52.223-12 Refrigeration equipment and Air Conditioners (May 1995)**

**52.223-14 Toxic Chemical Release Reporting**

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

**52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (DEC 2007)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)**

**52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006) Alt I**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)**

**52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting. (DEC 2010)**

**52.219-28 Post-Award Small Business Program Rerepresentation (APR 2009)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
				1		3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PA02</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2011</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA-PBS-7PQO-FW OPERATIONS BRANCH-FTW SVC CTR 819 TAYLOR ST, RM 14B06 FORT WORTH TX 76102-6181 JOHN E DAVIS 817-978-7476				7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center;">See Block 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WWW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 966445467 Cage Code: 6AS21				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) <div style="text-align: center;">AUG 01, 2011</div>	
CODE 00030998		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Modification Amount: \$-249,831.96 Modification Obligated Amount: \$-249,831.96			
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS ORDER ID ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				GSA PBS			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
				JUL 21, 2011			
(Signature of person authorized to sign)							

**Description of Modification/Amendment:**

Operations and Maintenance and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX

Current Contract Period: 08/01/2011 - 07/31/2012, base year

1. In accordance with Section B.3., page 12 of the contract, Warehouses 1, 2, 3, 4, 5, 6, Road Repair, High Voltage Systems, and Underground Utility System Maintenance East of Rogers are deleted from the contract for the base year and all option periods.
2. The base year monthly prices were as follows: Warehouse 1 - \$4,763.54, Warehouse 2 - \$690.31, Warehouse 3 - \$3,485.99, Warehouse 4 - \$3,460.32, Warehouse 5 - \$3,459.41, Warehouse 6 - \$3,559.75, Road Repair East of Rogers - \$466.67, High Voltage Systems East of Rogers - \$466.67, and Underground Utility System Maintenance East of Rogers - \$466.67.
3. The total monthly amount for the contract to be reduced equals \$20,819.33 times 12 months equals \$249,831.96. Effective 08/01/2011, the monthly price shall be \$47,285.92 (\$68,105.25 minus \$20,819.33).
4. The attached Management Plan that Trinmar WW JV I submitted as part of their proposal is hereby incorporated into the contract. Any conflict between the Management Plan and the contract will be decided in favor of the contract.
5. Paragraph C.38.17 Boiler/Pressure Vessel Operation and Inspection Standards, page 53 of the contract. The contractor is required to operate the boiler/pressure vessels. The contractor is not required to inspect the boiler/pressure vessels.
6. Building 40 was not intended to be a part of the contract. Maintenance of Building 40 is not required.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>(Changed Line Item)</p> <p>Accounting and Appropriation Data:</p> <p>1B1G00170.2011.192X.07.PG61.P07250D1.K08.PGA12..07020818..</p> <p>\$56,743.10</p> <p>1B1G00170.2011.192X.07.PG61.P07250D1.K08.PGA42..07020818..</p> <p>\$471,364.96</p> <p>1B1G00170.2011.192X.07.PG61.P07250D1.K08.PGA91..07020818..</p> <p>\$39,322.97</p> <p>DELIVERY DATE: 07/31/2012</p> <p>SHIP TO:</p> <p>Federal Center</p> <p>501 Felix Street</p> <p>Fort Worth, TX 76115</p> <p>Fort Worth TX 76115</p> <p>Period of Performance: 08/01/2011 to 07/31/2012</p> <p>Pricing Option: Firm-Fixed-Price</p>	12.00	MO	47,285.92	567,431.04

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages	
				1		3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PO03</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2012</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-12-0168</div>		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 JOHN E DAVIS 817-978-7476				7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center;">See Block 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VWW JV I. 1119 E. 30TH STREET BALTIMORE MD 212184211				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
CODE 00030998		FACILITY CODE				10B. DATED (SEE ITEM 13) AUG 01, 2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$578,147.16	
See Schedule						Modification Obligated Amount: \$578,147.16	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER (Specify type of modification and authority) FAR 52.217-9					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2011 - 07/31/2012, base year 1. The purpose of this modification is to exercise Option I for the period 08/01/2012 - 07/31/2013. 2. In accordance with FAR 52.217-9 Option to Extend the Term of ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  <div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of person authorized to sign)				15C. DATE SIGNED		16C. DATE SIGNED	
						JUN 06, 2012	

**Continuation Page**

**Continued from Block 14...**

the Contract, Option I is hereby exercised.

3. Effective 08/01/2012, the monthly contract price shall be \$48,178.93 in lieu of \$47,285.92, an increase of \$893.01.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0002	<p>(New Line Item)</p> <p>THIS MODIFICATION IS TO EXERCISE OPTION I FOR OPERATIONS, MAINTENANCE, AND GROUNDS MAINTENANCE AT THE FT. WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2012 THRU 07/31/2013.</p> <p>THIS MODIFICATION IS TO EXERCISE OPTION I FOR OPERATIONS, MAINTENANCE, AND GROUNDS MAINTENANCE AT THE FT. WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2012 THRU 07/31/2013.</p> <p>Accounting and Appropriation Data:  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA12. .07020818. .  \$57,814.72  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$479,862.14  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA91. .07020818. .  \$40,470.30  PR NUMBER: 7PM-12-0168  DELIVERY DATE: 07/31/2013  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Period of Performance: 08/01/2012 to 07/31/2013  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	48,178.93	578,147.16

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1    2	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PA04</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2012</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476				7. ADMINISTERED BY (If other than item 6)    CODE <div style="text-align: center;">See Block 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VWW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  CODE 00030998    FACILITY CODE				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule <span style="float: right;">Modification Amount: \$0.00 Modification Obligated Amount: \$0.00</span>							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations and Maintenance and Grounds Maintenance, 8(a), Fort Worth Federal Center, Fort Worth, TX 1. Effective August 1, 2012, the attached wage determination 2005-2513, revision 12, date of revision 06/13/2012, is hereby incorporated into the contract. 2. In accordance with FAR 52.222-43, Fair Labor Standards Act ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16C. DATE SIGNED	
_____ (signature of person authorized to sign)						JUL 23, 2012	



**Continuation Page**

**Continued from Block 14...**

and Service Contract Act - Price Adjustment, the Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer.

WD 05-2513 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2513
Director	Wage Determinations	Revision No.: 12
		Date Of Revision: 06/13/2012

State: Texas

Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01040 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.20
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.77
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01280 - Receptionist		13.60
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		18.82
01410 - Supply Technician		25.99
01420 - Survey Worker		17.29
01531 - Travel Clerk I		13.07
01532 - Travel Clerk II		14.04
01533 - Travel Clerk III		15.06
01611 - Word Processor I		12.80
01612 - Word Processor II		15.30
01613 - Word Processor III		17.29
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.31
05010 - Automotive Electrician		21.40
05040 - Automotive Glass Installer		21.40

05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	16.07
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	21.40
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.15
05250 - Motor Vehicle Upholstery Worker	20.43
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter, Automotive	19.45
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	11.39
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.14
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	12.94
09130 - Upholsterer	14.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.96
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	16.96
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80

12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.77
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	37.82
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	15.98
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.91
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	21.37
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.52
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	21.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	15.47
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.52
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning	20.44

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	12.97
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.19
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.88
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	22.19
23932 - Telecommunications Mechanic II	23.17
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.76
23980 - Woodworker	15.47
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.21
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Equipment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19

28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.48
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 3)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.64
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	21.60
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or (see 3)	24.97
Surface Programs	
30621 - Weather Observer, Senior (see 3)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	20.50
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	

99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	23.40
99410 - Pest Controller	17.39
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	24.51
99831 - Surveying Aide	14.21
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.06
99842 - Vending Machine Repairer Helper	14.05

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage



determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PA05		AUG 15, 2012					
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 11B06 Fort Worth TX 76102 John E. Davis 817-978-7476				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 968445467 Cage Code: 6AS21				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013			
				X			
				10B. DATED (SEE ITEM 13) AUG 01, 2011			
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX 1. Change the minimum order of line item 2 from 12 to 1.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[Redacted]				[Redacted]			
15C. DATE SIGNED AUG 17, 2012				16C. DATE SIGNED AUG 15, 2012			

NSN 7540-01-152-8070  
Previous Edition unusable

FORM 30. (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Redacted per 5 U.S.C. 552(b)(6)

Redacted per 5 U.S.C. 552(b)(6)

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0002	<p>(Changed Line Item)</p> <p>THIS MODIFICATION IS TO EXERCISE OPTION I FOR OPERATIONS, MAINTENANCE, AND GROUNDS MAINTENANCE AT THE FT. WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2012 THRU 07/31/2013.</p> <p>THIS MODIFICATION IS TO EXERCISE OPTION I FOR OPERATIONS, MAINTENANCE, AND GROUNDS MAINTENANCE AT THE FT. WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2012 THRU 07/31/2013.</p> <p>Accounting and Appropriation Data:  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA12. .07020818. .  \$57,814.72  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$479,862.14  1B1G00170.2012.192X.07.PG61.P07250D1.K08.  PGA91. .07020818. .  \$40,470.30  PR NUMBER: 7PM-12-0168  DELIVERY DATE: 07/31/2013  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Period of Performance: 08/01/2012 to 07/31/2013  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	48,178.93	578,147.16

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages			
				1		1			
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PA06</div>		3. EFFECTIVE DATE <div style="text-align: center;">NOV 06, 2012</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)			
o. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 john.e.davis@gsa.gov				7. ADMINISTERED BY (If other than item 6)		CODE			
				See Block 6					
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VWW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211 <div style="text-align: right;">DUNS: 966445467 Cage Code: 6AS21</div>				(x)		9A. AMENDMENT OF SOLICITATION NO.			
				X		9B. DATED (SEE ITEM 11)			
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013			
						10B. DATED (SEE ITEM 13) <div style="text-align: center;">AUG 01, 2011</div>			
CODE 00030998		FACILITY CODE							
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.									
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$0.00			
See Schedule						Modification Obligated Amount: \$0.00			
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>									
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
		D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.									
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2012 - 07/31/2013, Option I 1. In accordance with FAR 23.406(b), FAR 52.223-2 is hereby incorporated into the contract. See the attached copy of the clause.									
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED						16C. DATE SIGNED	
								NOV 06, 2012	
Signature of person authorized to sign)									

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.**

As prescribed in 23.406(b), insert the following clause:

**AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS  
(JUL 2012)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: [PBSbiobasedreporting@gsa.gov](mailto:PBSbiobasedreporting@gsa.gov)

(End of clause)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page of Pages 1 3
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS07</div>	3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2012</div>	4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-13-0158</div>	5. PROJECT NO. (If applicable)		
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 john.e.davis@gsa.gov		7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center;">See Block 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211		(x)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013		
			10B. DATED (SEE ITEM 13) AUG 01, 2011		
CODE 00030998		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Modification Amount: \$1,747.20 Modification Obligated Amount: \$1,747.20					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, 8(a), Fort Worth Federal Center, Fort Worth, TX 1. Effective 08/01/2012 and in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment, the monthly contract is increased to \$48,324.53 in lieu of \$48,178.93, an increase of ...See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			16C. DATE SIGNED <div style="font-size: 1.2em; margin-top: 20px;">5-13-2013</div>		

Previous Edition unusable

Prescribed by GSA FAR (48 CFR) 53.243

Redacted per 5 U.S.C. 552(b)(6)



**Continuation Page**

**Continued from Block 14...**

**\$145.60.**

- 2. The monthly contract price for April, 2013, is \$49,489.33 (\$48,178.93 plus \$1,310.40). The amount of \$1,310.40 is calculated as follows: 9 months (08/01/2012 - 04/30/2013) times \$145.60.**
- 3. The monthly contract price effective May 1, 2013, shall be \$48,324.53.**
- 4. Since this modification agreed to herein is accepted as a complete and equitable adjustment, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments contributable to the facts and circumstances giving rise to this modification.**
- 5. The new total contract price is \$1,147,325.40.**

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0003	<p>(New Line Item)</p> <p>THIS IS TO PROVIDE FUNDING FOR A WAGE INCREASE FOR THE OPERATIONS AND MAINTENANCE SERVICES AT THE FORT WORTH FEDERAL CENTER FEDERAL FACILITIES FOR THE PERIOD 06/01/2012 - 07/31/2013</p> <p>Accounting and Appropriation Data:  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$1,747.20  PR NUMBER: 7PM-13-0158  DELIVERY DATE: 07/31/2013  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	145.60	1,747.20

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS08</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2012</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-13-0157</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 johne.davis@gsa.gov				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VVV JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$173,244.00	
See Schedule						Modification Obligated Amount: \$173,244.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section C, Paragraph C.10					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, 8(a), Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2012 - 07/31/2013, Option I 1. The purpose of this modification is to adjust the monthly contract price due to a reconciliation/correction to the equipment inventory effective ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				16C. DATE SIGNED			
				05-13-2013			

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FORM 30, (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Redacted per 5 U.S.C. 552(b)(6)

Continued from Block 14...

08/01/2012.

2. The monthly price for May, 2013, shall be \$192,694.53 which is calculated as follows: Original monthly price for May, 2013, is \$48,324.53 plus \$144,370.00 (10 months, which is Aug, 2012 - May, 2013, times \$14,437.00)
3. Effective June 1, 2013, the new monthly price shall be \$62,761.53 which is calculated as follows: The original monthly price for June, 2013, is \$48,324.53 plus \$14,437.00.
4. Attached is the equipment list that is incorporated into the equipment inventory.
5. Attached is the Preventive Maintenance Guide for X-26A, Solar Collector which is incorporated into the contract.
6. Attached is the information and procedures for performing preventive maintenance on the GT500-MV-40 500k W Grid-Tied Photovoltaic Inverter which is incorporated into the contract.
7. Attached is the Preventive Maintenance of the GPI LP Backup System which is incorporated into the contract.
8. The contractor agrees to add to their staff a full time maintenance electrician with a regular rate of \$39.04 per hour and overtime rate of \$58.56 per hour. The contractor will also add a laborer with a regular rate of \$24.83 per hour and an overtime rate of \$37.24 per hour.
9. Since this modification agreed to herein is accepted as a complete and equitable adjustment, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments contributable to the facts and circumstances giving rise to this modification.
10. The total contract amount is \$1,320,569.40 in lieu of \$1,147,325.40, an increase of \$173,244.00.
11. The performance period remains the same.
12. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0004	<p>(New Line Item)</p> <p>THIS IS TO PROVIDE FUNDING FOR THE INVENTORY CORRECTION FOR THE OPERATION AND MAINTENANCE SERVICES AT THE FORT WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2012 - 07/31/2013</p> <p>Accounting and Appropriation Data:  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$173,244.00  PR NUMBER: 7PM-13-0157  DELIVERY DATE: 07/31/2013  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	<p align="right">NTE 14,437.00</p>	<p align="right">NTE 173,244.00</p>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1      3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PO09</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2013</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-13-0210</div>		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102 John E. Davis 817-978-7476 john.e.davis@gsa.gov				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$761,477.64 Modification Obligated Amount: \$761,477.64							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2012 - 07/31/2013, Option I 1. The purpose of this modification to exercise Option II of the contract. ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR          (Signature of person authorized to sign)				15C. DATE SIGNED		16C. DATE SIGNED	
						JUN 26, 2013	

**Continuation Page**

**Continued from Block 14...**

2. In accordance with FAR 52.217-9 Option to Extend the Term of the Contract, Option II is hereby exercised for the period 08/01/2013 - 07/31/2014.
3. Effective 08/01/2013, the monthly contract price shall be \$63,456.47 in lieu of 62,761.53, an increase of \$694.94.
4. The new total contract price is \$2,082,047.04.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0005	<p>(New Line Item)</p> <p>THIS IS TO PROVIDE FUNDING FOR THE SECOND OPTION OF THE OPERATIONS, MAINTENANCE, AND GROUNDS MAINTENANCE CONTRACT AT THE FORT WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2013 - 07/31/2014</p> <p>Accounting and Appropriation Data:  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA91. .07020818. .  \$75,000.00  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$632,026.44  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA11. .07020818. .  \$54,451.20  PR NUMBER: 7PM-13-0210  DELIVERY DATE: 07/31/2014  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Period of Performance: 08/01/2013 to 07/31/2014  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	63,456.47	761,477.64



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1    3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS10</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2013</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-13-0226</div>		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 johne.davis@gsa.gov				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1119 E. 30TH STREET BALTIMORE MD 212184211  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$42,670.08 Modification Obligated Amount: \$42,670.08							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.222-43						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2012 - 07/31/2013, Option I 1. Effective 07/31/2013 - 08/31/2016 the attached Central Pension Fund of the International Union of Operating Engineers and Participating Employers Participating ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				16C. DATE SIGNED			
				8-23-2013			

Continued from Block 14...

Agreement is hereby incorporated into the contract.

2. Effective 07/31/2013 the attached Collective Bargaining Agreement CBA-2013-5994 between Trinmar-WW JV I and the International Union of Operating Engineers, Local 564, is hereby incorporated into the contract.
3. Effective 08/01/2013, in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment the new monthly contract price shall be \$67,012.31 in lieu of \$63,456.47, an increase of \$3,555.84.
4. Effective 08/01/2013 in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment the following regular hourly additional services rates are: Electrician \$99.00; Master Electrician \$116.70; Plumber \$116.70; Master Plumber \$140.04; HVAC Mechanic \$163.63; General Maintenance Worker \$67.48; General Clerk \$66.08; Fire Alarm System Mechanic \$192.55; Welder/Maintenance Worker \$127.31; Arborist \$70.02; Electrician Maintenance \$39.18; and Laborer \$24.94.
5. Effective 08/01/2013 in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment the following overtime hourly additional services rates are: Electrician \$148.50; Master Electrician \$165.00; Plumber \$165.00; Master Plumber \$198.00; HVAC Mechanic \$231.38; General Maintenance Worker \$95.42; General Clerk \$93.43; Fire Alarm System Mechanic \$272.25; Welder/Maintenance Worker \$180.00; Arborist \$99.00; Electrician Maintenance \$58.77; and Laborer \$37.40.
6. Since this modification agreed to herein is accepted as a complete and equitable adjustment, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments contributable to the facts and circumstances giving rise to this modification.
7. The new total contract price is \$2,124,717.12

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0006	<p>(New Line Item)</p> <p>THIS IS TO PROVIDE FUNDING FOR THE WAGE INCREASE DUE TO CONVERSION FROM DOL WAGES TO CBA WAGES AT THE FORT WORTH FEDERAL CENTER, FORT WORTH, TX, FOR THE PERIOD 08/01/2013 - 07/31/2014</p> <p>Accounting and Appropriation Data:  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$39,256.47  1B1G00170.2013.192X.07.PG61.P07250D1.K08.  PGA11. .07020818. .  \$3,413.61  PR NUMBER: 7PM-13-0226  DELIVERY DATE: 07/31/2014  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Pricing Option: Firm-Fixed-Price</p>	12.00	MO	3,555.84	42,670.08



**CENTRAL PENSION FUND**  
of the  
**International Union of Operating Engineers and Participating Employers**  
4115 Chesapeake Street NW, Washington, DC 20016-4665  
202-362-1000; FAX 202-364-2913; www.cpfuoe.org

**PARTICIPATING AGREEMENT**

**Business Information**

**FUND OFFICE USE**

Branch No.....

Agmt I.D. No.....

Business Name and Address (to which Employer Reporting Forms should be mailed):

Trinmar-WW, JV-1  
115 W. Mulberry St  
Baltimore, MD 21201

Administrative Contact Person: \_\_\_\_\_

Telephone: ( 410 ) 605-0515 Fax: ( 410 ) 605-0516 Email: \_\_\_\_\_

Employer Federal Tax Identification No. 27-4502166

Business Type:    ☐ Corporation    ☐ Partnership    ☐ Sole Proprietorship    ☒ Joint Venture

**Bargaining Agreement Information**

IUOE Local Union No.: 564

Bargaining Agreement is:    ☒ New Agreement    ☐ Renewal - Existing Agmt I.D. No.: \_\_\_\_\_

Bargaining Agreement effective from: July 31, 2013 to: August 1, 2016

Bargaining Agreement covers:

☐ Geographic area - Describe: \_\_\_\_\_

☐ Single Project/Facility - Describe: \_\_\_\_\_

☒ Other - Describe: Fort Worth Federal Center GSA# GS-P-07-08-UE-5001

**Contribution Information**

**ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT**

Contribution Basis:    ☒ Dollars/Cents per Hour                      ☐ Percentage of Gross Pay                      ☐ Flat Amount

☐ Other - Describe: \_\_\_\_\_

Contribution Levels:    ☒ Uniform rates for all classifications

☐ Different rates for different classifications - Describe: \_\_\_\_\_

Contribution Rates:    ☐ Payable on All Hours Worked or Paid                      ☒ Payable Only on Hours Worked

		Rate 1	Rate 2	Rate 3
Effective from: <u>July 31, 2013</u> to: <u>July 30, 2014</u>	Rate(s):	<u>.25</u> /	/	/
Effective from: <u>July 31, 2014</u> to: <u>July 30, 2015</u>	Rate(s):	<u>.50</u> /	/	/
Effective from: <u>July 31, 2015</u> to: <u>July 30, 2016</u>	Rate(s):	<u>.75</u> /	/	/
Effective from: <u>July 31, 2016</u> to: <u>July 30, 2016</u>	Rate(s):	<u>1.00</u> /	/	/

Additional Rates/Comments/Explanations: \_\_\_\_\_

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory: \_\_\_\_\_

Local Union Signatory: \_\_\_\_\_

**FUND OFFICE USE**

Accepted on \_\_\_\_\_ by \_\_\_\_\_, Chief Executive Officer  
For the Trustees of the Central Pension Fund

**Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.**

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski                      Division of  
Director                      Wage Determinations

Wage Determination No.: CBA-2013-5994  
Revision No.: 0  
Date Of Last Revision: 8/22/2013

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State: Texas

Area: Tarrant

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Employed on GSA, PBS, Greater Southwest Region, Acquisition Management Division, Services Branch (7PQB) contract for Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX.

Collective Bargaining Agreement between contractor: Trinmar-WW Joint Venture I, and union: International Union of Operating Engineers Local 564, effective 7/31/2013 through 8/1/2016.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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**AGREEMENT  
Between  
TRINMAR-WW, JV-1 And  
IUOE LOCAL 564**

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***INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO for OPERATION,  
MAINTENANCE AND GROUNDS AT THE GSA, FORT WORTH FEDERAL CENTER***

***This Agreement shall be in full force and effect from  
July 31, 2013 through August 1, 2016.***



# AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564

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# AGREEMENT

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## *Parties to the Agreement*

This Agreement made and entered into this 28<sup>th</sup> day of June, 2013 by and between Trinmar-WW, JV-1, Inc with an office at 115 West Mulberry Street, Baltimore, MD 21201 (hereinafter referred to as the Company and Local 564 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 127 Circle Way, Suite A, Lake Jackson, Texas 77566.

## *Witnesseth*

The Company and the Union, having a common and sympathetic interest in the progress of industry, have entered into this Agreement in order to promote and maintain harmonious relations between the Company and its employees covered hereby, to insure the efficient operation of the Company, and to provide means for adjusting any differences which may arise by rational, common sense methods. Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, it shall equally include the other and whenever the masculine or feminine gender is used, it shall equally include the other.

Now, therefore, In consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

## **ARTICLE 1 - Union Recognition**

1.1 The Company recognizes the Union as the sole and exclusive bargaining agency in all matters concerning wages, hours and working conditions for all regular full-time and part-time employees employed by the Company at the Fort Worth Federal Center, located at 501 West Felix Street, Fort Worth, Texas under GSA contract# GS-P-07-08-UE-5001.

## **ARTICLE 2 - Safety**

2.1 The Company and the Union agree that each will perform its proper function in promoting and maintaining safe working conditions and good housekeeping practices. The sites may implement safety initiatives involving employee's participation as individuals or on teams.

If a safety issue is not resolved satisfactorily or an unsafe condition or situation exists whereas employee considers site safety rules as unreasonable, the issue should be brought to the attention of supervision and the Union.

### **ARTICLE 3 - Check-Off Authorization**

- 3.1 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employees pay consistent monthly dues payable to the Union.
- 3.2 The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.
- 3.3 If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give written notice of such to the Company.

### **ARTICLE 4 - Risk of Management**

4.1 Except as specifically limited by the express language of this Agreement, the Company has and retains exclusively to itself, all rights in the exercise of the functions of Management, including but not limited to the following rights:

- a. To manage and operate its business facilities; to direct its employees; to direct, plan, and control all operations; to establish and/or change existing methods, work schedules, productivity standards, materials, and equipment, facilities and accounting methods. The Company shall determine what products shall be handled or distributed and service or work performed at its facilities by employees covered by this Agreement and/or where they shall otherwise be handled or services and/or work performed to utilize suppliers and subcontractors. The Company shall test, select and hire employees and assign them to work as to establish hours of work. The Company shall have the right to suspend, discipline and discharge employees for just cause or relieve them from duty for lack of work. The Company shall have the right to establish and enforce rules and regulations relating to the operation of any and/or all facilities and to employee conduct.

Given that Company employees will work in United States Government facilities, and thus will be subject to Federal Security requirements for contractor personnel, the Company shall have the right to deny, suspend or terminate employment, as applicable, of individuals who do not successfully complete the mandatory Federal security clearance screening process.

- b. The Union recognizes that it is the functions and the right of the Company to exercise its discretion in developing processes which meet the standards of the Government requirements and customer acceptance.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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- c. Employees are required to use a Company provided cart for tools, materials and supplies during the performance of their duties. The use of a properly stocked cart minimizes service/repair time.
- d. Employees are required to have on their person at all times Company provided "Pocket Work Orders" and use them as described in the TRINMAR-WW, JV-1 Policy and Procedures Manual.
- e. This Agreement shall only become affective and enforceable upon approval of the Department of Labor.

### **ARTICLE 5 - No Strike- No Lockout**

5.1 During the life of this Agreement, the Union shall not authorize, and the employees shall not participate in a strike of any kind, or any boycott, picketing, work stoppage, slow- down, or any other type of organized interference, coercive or otherwise, with the Company's business. During the life of this Agreement, the Company shall not lock out the employees.

### **ARTICLE 6 - Seniority**

6.1 The Classification Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment. Company Seniority under this Agreement shall be defined as length of continuous service from the employee's date of hire by the Company or a previous contractor performing the services under any prior contracts of the same properties performed.

6.2 The Company shall establish available work shifts, days off and vacation periods. Classification Seniority shall be considered in the selection of work shifts, days off, reduction and restoration of the working force.

6.3 Classification and Company Seniority lists shall be prepared by the Union Steward in conjunction with Company and shall be posted January 1st of each year and shall be revised every six (6) month thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

6.4 In case of layoff, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. In case of the restoration of the working force, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation.

6.5 Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority lists.

6.6 Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

- a. The employee quits or resigns.
- b. The employee is discharged for cause.
- c. The employee is laid off and not re-employed within six (6) months.
- d. The employee has been laid off for less than six (6) months and the employee does not return to the service on or before a date specified in a Registered Mail letter from the Company mailed to the employee's last known address offering such employee re-employment, which date shall not be prior to five (5) days after mailing such notice, provided however, that this paragraph D shall not apply to offers of temporary work. If after the allocated 5 days the position has not been filled the employee will be given first choice for rehire.
- e. An employee, while on a leave of absence, applies/accepts another job, applies for unemployment compensation, or goes into business for themselves; his employment and all seniority rights will automatically be terminated.
- f. The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- g. Absence from work for three (3) days or longer without notice.

6.7 Before employees are hired from the outside to fill vacancies it is the intention of the Company to promote from within the bargaining unit, if the available employees have the skill and the ability necessary to do the work, as determined by the Company. In such instance the senior qualified employee will be promoted. In the event that an employee is promoted or upgraded to higher rated occupational classification, the employee shall receive the applicable salary rate. The Union will be advised at least one week in advance, if practical, of promotion and upgrades becoming effective. The Company shall notify the union of job vacancies which it intends to fill. The Union may refer applications for employment to the Company provided the applicants meet the standards, qualifications, and criteria for the vacancies. The Company shall have the right to reject any job applicant referred by the Union. An employee when promoted will be on probation that for position for a period of 90 days. If the employee does not perform in the new position during this probation period he shall be moved back to the previous position.

6.8 The Company, the Union and all employees covered by this Agreement shall, at all times and in all circumstances, abide by and comply with the Contract between GSA and the Company as it relates to security, access, suitability behavior, commitment, and safety.



## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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### **ARTICLE - 7 Probationary and Temporary Employees**

7.1 Newly hired employees shall be on probation for the first ninety (90) days of employment. During the period, employees shall receive the rates of pay provided herein, but shall not be entitled to any other benefits under this Agreement. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure.

7.2 Upon completion of the probationary period, employees shall be placed upon the Seniority list as of the first date of employment. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue Vacation benefits based on their total length of service with the Company.

7.3.1 Temporary employees are those who are employed for a period of ninety (90) days or less with notification to the Union.

### **ARTICLE 8 - Wages and Benefits**

8.1 The Wage and additional Benefit rates, which shall be effective during the term of this Agreement, are set forth in Schedule A and are limited to a maximum of forty (40) hours per week per employee.

8.2 Additional benefits, which shall be effective during the term of this Agreement, are set forth in Articles 9-12 of this Agreement.

### **ARTICLE 9 - Hours of Work and Overtime**

9.1 Normal Hours. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours either per day or per week. All employees are paid bi-weekly on Friday.

9.2 Wage Schedule: Wages and classification of positions shall be as shown in Schedule A

9.3 Overtime and Workweek. The normal work week will be eight (8) hours a day five days a week. Employees shall be eligible for overtime only when they have physically worked in excess of forty hours in a given week. Days off, where possible, shall be consecutive. Each employee shall have two (2) regular assigned days off in each forty (40) hour work week.

9.4 The rate of one and one-half times (1 1/2) the regular straight time rate of pay shall be paid for all work performed in any week running Sunday through Saturday for all hours physically worked above forty (40) hours per week. In order to meet operational or maintenance needs, or in case of emergency, employees may be required to work overtime.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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9.5 The Company will make every reasonable effort to distribute overtime opportunities as equally as practicable among employees in their respective job classifications within a reasonable period. However, familiarity and assignment to buildings will also be taken into consideration.

9.6 The Employer shall be free to fix the starting hours of shifts and to determine the work schedule from time to time depending upon the business requirements. The Employer agrees, when possible, to post a work schedule at a convenient place for observation by the employees at least one (1) week in advance, unless there is an emergency.

9.7 Employee called out to work shall receive no less than two (2) hours pay. If the employee recalled within the three hours then the three hours pay period does not start again. The employee will not be eligible for the minimum three (2) hours pay if the call back is a direct result of the employee's actions or lack thereof.

9.8 An Employee who is called in after normal working hours will receive overtime pay (one and one half of the normal pay rate) for all hours worked. Hours worked only for call back pay will include Holidays and Vacation, excluding Sick.

### **ARTICLE 10 - Holidays**

10.1 The Company will pay eligible employees for the following holidays not worked:

- |                              |                     |
|------------------------------|---------------------|
| 1. New Year's Day            | 6. Labor Day        |
| 2. Martin L. King's Birthday | 7. Columbus Day     |
| 3. President's Day           | 8. Veteran's Day    |
| 4. Memorial Day              | 9. Thanksgiving Day |
| 5. Independence Day          | 10. Christmas Day   |

10.2 Employees will be paid their normal scheduled hours at their normal straight time hourly rate for holidays. IE: Employees who are normally scheduled to work 4 hours, shall receive 4 hours pay for a holiday. Employees required to physically work on a holiday shall be paid at one and one-half (1-1/2) times plus holiday pay.

10.3 To be eligible to receive time and half hours worked on holiday, an employee must be on the active payroll, must have physically worked forty (40) hours, and must work the last regularly scheduled shift prior to and the first regularly scheduled shift following the holiday unless he is on vacation.

10.4 If a holiday falls within an employee's vacation period, the employee shall be paid their normal scheduled hours at their normal straight time hourly rate for the holidays.

10.5 If a holiday falls on a full-time employee's regularly scheduled day off and he is not required to work, he shall receive the regular assigned hours pay at his straight time rate.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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A part-time employee will receive holiday pay at his regular hourly rate times the average daily hours worked in the week preceding the holiday observance. In order for any employee to receive holiday pay under this Article he must work or have his absence excused for the work day immediately before and immediately after that holiday

10.6 Should a holiday fall on a weekend, the day designated by the Company shall be recognized as the holiday.

10.7 Notwithstanding any other provisions of this Agreement, It is understood and agreed that in no event shall Sections 10.1, 10.2 or 10.3 of this Article be combined or pyramided.

### **ARTICLE 11 - Vacation and Paid Time Off**

11.1 An employee who has attained the years of continuous service specified in the following table shall receive Vacation Days corresponding to length of continuous service:

After Years of Service	# of Days
One (1) year	10
Five (5) years	15
Ten (10) years	20

11.2 Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor contractors in the performance of a similar work at any of the Federal facilities.

11.3 All Vacations must be approved by management in at least two (2) weeks in advance. If a conflict exists between Vacation scheduling, approval will be given based on seniority for a maximum of five (5) days. Thereafter approval will be given on a first come first given basis. Vacation payment will be calculated based on the employee's straight time rate in existence at the time is used. A vacation day is based on the regular number of hours work during the pay period prior to the first day of the vacation period. The Company has the right to deny vacation requests based on the required work load anticipated when the vacation would occur.

11.4 The amount of Vacation Days to which an employee shall be entitled shall be based on the employee's anniversary date.

11.5 Employees, who are laid off or otherwise removed from the payroll, shall be paid any accrued and unused vacation time. Employees who are terminated for cause or who do not provide two (2) weeks' notice of resignation shall not receive any Vacation pay.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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11.6 No unused Vacation Days can be carried over after an employee's anniversary date. The previous statement does not apply if the employee was prevented from using the time by the Company.

11.7 Employees shall be entitled to on their anniversary date, at their regular rate of pay, as identified in Schedule "A" after completion of the ninety (90) day probationary period.

11.8 The employees must recognize the responsibility of the Company and themselves for building operations and the contractual man power requirements and make every attempt, when possible, to schedule Vacation at least two weeks in advance.

11.9 Vacation Days not used shall not be paid to the employee. Use or lose by the employees anniversary date and any unused days will not be paid out to the employee when their employment with the Company is terminated for any reason.

11.10 Vacation and Paid Time Off will not be used for the calculation of hours physically worked for the purpose of overtime with the exception of Call in Pay as listed in Article 9.8.

11.11 Any unused Vacation and Paid Time Off will become the sole burden and shall be binding on any and all successors and assigns of the Employer, whether by sale, Transfer, merger, acquisition, consolidation, or otherwise.

### **ARTICLE 12 - Jury Duty**

12.1 An employee summoned for Jury duty to a court of record shall be allowed the necessary time off for such service. If an employee is not selected for Jury Duty he must report to work upon release by the court.

12.2 When an employee is selected for Jury Duty, he/she shall be compensated at his/her regular rate of pay for a maximum of eight (8) hours per day spent on Jury Duty. Hours spent on Jury Duty shall be considered hours worked and Jury Duty will be used in calculation of overtime. Employee working the afternoon and night shifts shall not be required to report to work while on Jury Duty.

12.3 Employees shall present to the Company a statement from the clerk of the court showing the dates, times and compensation of such service. The employee will be paid for their regular scheduled hours of work, minus the amount paid for jury duty. If the employee fails to provide the required documentation the time off will be considered PTO if available, if not it will be leave without pay.

### **ARTICLE 13 - Grievance and Arbitration**

13.1 Definition: A grievance is defined as a dispute, difference, disagreement or complaint arising out of the interpretation or application of this Agreement.



## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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### **13.2 Procedure:**

Step 1: Within five (5) working days of an incident or event giving rise to a grievance, the employee must discuss his/her grievance with his immediate supervisor with or without the shop steward being present. The Company shall render a decision within forty-eight (48) hours after the conclusion of the Step 1.

Step 2: If the grievance is not settled he/she shall reduce the grievance to writing within three (3) working days from the Company's answer from Step 1 and referred to Step 3. The written grievance shall state the facts out of which the grievance arose, the date it occurred, that Article and Section violated, and the relief sought.

Step 3: The aggrieved employee shall refer the matter to the Business Manager of the Local Union who shall attempt to resolve it with the Company. The Supervisor or department head shall meet with the Business Manager or his designated Representative as expeditiously as possible. A decision by the Company shall be rendered within seven (7) days.

- Appeal: The Union may appeal a denied Step III grievance to Arbitration within twenty (20) working days of the receipt or non-receipt of the Company's decision.

Step 4: Arbitration: In the event that the Union or the Company elects to arbitrate the grievance, it shall be heard by an arbitrator to be designated by mutual agreement of the Company and the Union.

- In the event the parties fail to mutually agree upon an arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service.
- The arbitrator's decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties.
- The Arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

13.3 Step for processing grievances and time limits designated shall only be extended by mutual written consent of the parties.

13.4 The Company and the Union may, by mutual agreement, submit a grievance or dispute to the Federal Mediation and Conciliation Service for resolution through non-binding mediation. The parties may utilize any other dispute resolution process that they may mutually agree upon. The cost of any such alternative methods shall be borne equally between the parties unless otherwise agreed upon.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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### **ARTICLE 14 - Uniforms**

14.1 A minimum of five (5) sets of uniforms will be provided to all permanent covered employees each year by the Company. In addition, the Company will provide replacement sets of uniforms, as needed on a one for one basis (turn one in, get one back).

14.2 Additionally the company will provide one (1) set of coveralls. The Company will provide replacement, as needed on a one for one basis (turn one in, get one back).

14.3 The coveralls are being provided to the employees to wear while performing "dirty" (AHU, Cooling Tower, etc.) PM work in order to preserve the condition of the uniforms. They are not to be worn during normal work activities, especially in the presence of the building occupants.

14.3 Employees will be responsible for maintaining and cleaning the uniforms.

14.4 Upon termination of employment, for any reason, all uniforms, coveralls, etc. bearing a company logo are to be returned to the Company.

### **ARTICLE 15 - Health and Safety**

15.1 The Company and the Union shall cooperate to promote employee safety and accident prevention in and around all operations and premises.

15.2 The Company shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of employees in case of accident or illness.

15.3 It shall be the responsibility of each employee to maintain his place of work in a clean and orderly condition. Employees shall be required to observe safety rules and regulations established by the Company, including the use of prescribed safety equipment or clothing.

15.4 As a condition of continued employment all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to the operations, health and safety.

### **ARTICLE - 16 Leave of Absence**

16.1 Maternity or paternity leave will be granted in accordance with provisions of the Family and Medical leave Act.

16.2 Military Service Leave will be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994. ("USERRA")

16.3 Except for military service leaves, all accumulated paid leave must be exhausted prior to being placed on leave without pay status. Employees who have requested, and been granted

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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scheduled vacation time off shall not subsequently have such vacation time revoked. However, once PTO is exhausted, the remainder of the prescheduled time will be without pay.

16.4 Upon return from an approved leave of absence the employee will be reinstated to a same or similar position, if available and open, including the corresponding current pay.

### **ARTICLE 17 - Visitation Rights**

17.1 Officers of the Union shall have the privilege of visiting members of the Union during working hours at the work place upon reasonable notification of the Supervisor or his designee but only to such extent as does not neglect, retard or interfere with the work or duties of employees. All security requirements for the facility are to be complied with and are the sole responsibility of the Union for their Officers.

### **ARTICLE 18 - Captions and Terms**

18.1 Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Wherever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, it shall equally include the other.

### **ARTICLE 19 - Savings Clause**

19.1 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### **ARTICLE 20 - Bulletin Boards**

20.1 The Company agrees to provide Union with bulletin board space. However, all material to be posted requires the approval of the Company Project Manager or his designee prior to posting.

### **ARTICLE 21 - No Discrimination**

21.1 It is agreed by the Company and the Union, there shall be no discrimination against any present or future employee by reason of race, creed, color, age, and religion, disability of any individual in accordance with applicable law, national origin, sex, sexual preference, veteran's status or as a veteran of the Vietnam era.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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### **ARTICLE 22 - Shop Steward**

22.1 The Union may select up to one (1) employees of the Company to act as Shop Steward. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievance to the designated Company's representative in accordance with the provisions of the collective bargaining agreement.
- b. Shop Steward may receive and may discuss grievances of employees on the premises of the Employer, but only to such extent as the receiving and discussing of grievances as does not neglect, retard or interfere with the work or duties of employees. Shop Steward shall obtain permission of his respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon return.
- c. The transmission of such messages and information which shall originate with and be authorized by the local Union, or its officers, provided such messages and information had been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or other interference of the Employer's business.
- d. Any activities undertaken by the Shop Steward outside of his normal working hours shall not be considered as time worked for pay or overtime purposes.

### **ARTICLE 23 - Call-In Pay**

23.1 If an employee has completed his shift, leaves the premises, and is called back to the facilities, he shall be guaranteed a minimum of two (2) hours of work at the applicable rate. This provision shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to and through his regular shift. The foregoing guarantee shall not apply in the event the call-in is the result of the employee's prior negligence or poor workmanship. All call-ins must be approved by the Project Manager or his designee.

### **ARTICLE 24 - Wage Rate Classifications**

24.1 The wage rate classifications and present job titles applicable thereto are attached and made part hereof as Schedule "A". Employees will be paid for time worked in a higher classification provided that they work a minimum of eight (8) hours in the classification and perform all duties.

### **ARTICLE 25 - Funeral Leave**

25.1 The Company and the Union recognize that an employee may require Three (3) consecutive calendar days, in the event that travel is more than 500 miles, then they will be entitled to Five (5) days, for bereavement of a spouse, child, grandchild, grandparent, parent, sister, brother, parent-in-law. If any of the required days are working days, the employees shall suffer no loss of pay. One (1) of the days used for bereavement shall be the day of the funeral. No employee



## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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shall receive any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event, shall pay for funeral leave be in excess of eight (8) hours per day at straight time. Should an employee require more time off, the employee may use accrued vacation leave such as in cases where travel is required if approved by management.

25.2 Funeral pay must be used for its intended purpose. An employee is prohibited from using bereavement pay as time off.

### **ARTICLE 26 - Successors and Assigns**

26.1 The terms and conditions of this Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, Transfer, merger, acquisition, consolidation, or otherwise. The employer shall make substantive efforts to ensure that as a condition of transfer that the successors or assigns will be bound by the terms of this Agreement, and shall notify the Union before parties have concluded their transaction. The Company shall have no obligation under this Agreement if it loses the Contract(s) with the Government through a bidding process or through any other action by the government or the Company that does not involve any agreement between the successor and the Company.

### **ARTICLE 27 - Modification**

27.1 It is the intent of the parties hereto that the provisions of this Agreement which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise.

27.2 The provisions of this Agreement can be amended supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

### **ARTICLE 28 - Duration**

28.1 This Agreement shall be in full force and effect from July 31, 2013 through August 1, 2016. The first term of this CBA is from July 31, 2013 to July 31, 2013.

### **ARTICLE 29 - Disclosure**

29.1 The Union and the employees are not to discuss Trinmar-WW, JV-1, Inc. business operations, which include but is not limited to company operations, financials, methods of performance, business practices, staffing levels etc. outside of the Union, the company, the employees or the Department of Labor unless mandated by law, or regulation.

29.2 In the event the Union is found disclosing information as stated above it may be subject to legal actions.

## **AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564**

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29.3 In the event an employee is found disclosing information as stated above he/she will be subject to disciplinary action up to and including termination of employment without progressive disciplinary actions.

### **ARTICLE 30 - Use of Personal Property**

30.1 Use of a personal vehicle for Company business will be allowed, if agreeable to the employee and the Company. The Company will reimburse the employee for such use at the then current IRS allowance per mile. The employees are required to provide proof of insurance for the vehicle. The company will verify that the insurance policy does not include a commercial exclusion.

30.2 Use of a personal cell phone for Company business will not be allowed. If the company deems that a cell phone is required, one will be provided. Employees assigned a Company cell phone will be provided the policy and procedures regulating its use.

30.3 Hand tools are the responsibility of the employee at no additional cost to the Company. If a tool is broken while performing duties for the Company it will be replaced by the Company on an exchange basis for like. Lost or Stolen tools will not be replaced by the company. Hand tools are defined as normal industry standard tools to include but not limited to:

For the Union:

For the Company:



Redacted per 5 U.S.C. 552(b)(6)

# AGREEMENT Between TRINMAR-WW, JV-1, INC. And IUOE LOCAL 564

## "Schedule A"

### COLLECTIVE BARGAINING AGREEMENT

#### BETWEEN

IUOE LOCAL 564 AND TRINMAR-WW, JV-1

*For work performed under the Service Contract Act*

<b>Wages</b>					
<b>EFFECTIVE DATE</b>					
<b>EMPLOYEE CLASSIFICATION</b>	Jul. 31 2013	Jul. 31 2014	Jul. 31 2015	Jul. 31 2016	Jul. 31 2017
OSS/HVAC	\$ 27.25	\$ 28.00	\$ 29.00	\$ 30.00	TBD
HVAC	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00	TBD
GMW	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.75	TBD
GROUNDWORK LABORER	\$ 11.00	\$ 11.50	\$ 12.00	\$ 12.50	TBD
GENERAL CLERK III	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	TBD
ELECTRICIAN MAINT	\$ 21.57	\$ 22.22	\$ 22.89	\$ 23.58	TBD
LABORER	\$ 12.46	\$ 12.83	\$ 13.21	\$ 13.61	TBD
<b>Pension/Health &amp; Welfare Benefits</b>					
<b>EFFECTIVE DATE</b>					
<b>ALL CLASSIFICATIONS</b>	Jul. 31 2013	Jul. 31 2014	Jul. 31 2015	Jul. 31 2016	Jul. 31 2017
Health & Welfare	\$ 3.71	\$ 3.96	\$ 4.36	\$ 4.81	TBD
Pension	\$ 0.25	\$ 0.50	\$ 0.75	\$ 1.00	TBD
Training	\$ 0.25	\$ 0.35	\$ 0.40	\$ 0.45	TBD
ALL BENEFITS WILL BE PAID MONTHLY FOR ALL HOURS WORKED (UP TO A MAXIMUM OF 40 HOURS PER WEEK) DURING THE PREVIOUS MONTH. ALL HEALTH/WELFARE AND PENSION WILL BE PAID INTO THE COMPANY PROVIDED PLANS PER COMPANY POLICY AND PROCEDURES. ALL TRAINING FUNDS WILL BE PAID INTO THE UNION APPRENTICESHIP TRUST FUND.					

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages	
				1		3	
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS11</div>		3. EFFECTIVE DATE <div style="text-align: center;">AUG 01, 2014</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">7PM-14-0180</div>		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 johne.davis@gsa.gov				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$829,237.20 Modification Obligated Amount: \$69,103.10	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2013 - 07/31/2014, Option 2 1. The purpose of this modification is to exercise Option 3 and include the Limitation of Government's Obligation provisions into the contract. 2. In accordance with ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				16C. DATE SIGNED			
				06-30-2014			



**Continued from Block 14...**

FAR 52.217-9, Option 3 is hereby exercised for the period 08/01/2014 - 07/31/2015

3. Effective 08/01/2014 and in accordance with FAR 52-222-43, the contractor shall notify the contracting officer of any increase claimed under this clause within 30 days after receipt of this modification.
4. Effective 08/01/2014, the monthly price is increased by \$2,090.79 from \$67,012.31 to \$69,103.10.
5. Effective 08/01/2014, the attached Limitation of Government's Obligation clause is hereby incorporated into the contract.
6. The revised completion date of the contract is 07/31/2015.
7. GSAR 552,232-73 Availability of Funds is hereby deleted from the contract.
8. See the attached Memorandum to Designate the Contract Administrative Office Functions.
9. The new total contract amount is \$2,953,954.32.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0007	<p>(New Line Item)</p> <p>OPERATIONS, MAINTENANCE AND GROUNDS MAINTENANCE, FORT WORTH FEDERAL CENTER, FORT WORTH, TX.</p> <p>Contractor email: neaw@wwcontractors.com</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY ONE MONTH 08/01/2014 - 08/31/2014 OF FUNDING IN THE AMOUNT OF \$69,103.10. THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS.</p> <p>OPTION 3 OF GS-07P-11-JU-D-0013 PERIOD OF PERFORMANCE IS 08/01/2014 - 07/31/2015.</p> <p>O&amp;M SERVICES ARE ALLOCATED AS FOLLOWS:</p> <p>Accounting and Appropriation Data: 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA12. .07020818. . \$6,910.31 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA91. .07020818. . \$6,250.00 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA42. .07020818. . \$55,942.79 PR NUMBER: 7PM-14-0180 DELIVERY DATE: 07/31/2015 SHIP TO: Federal Center 501 Felix Street Fort Worth, TX 76115 Fort Worth TX 76115 FOB : Destination Period of Performance: 08/01/2014 to 07/31/2015 Pricing Option: Firm-Fixed-Price</p>	12.00	MO	69,103.10	829,237.20

**CLAUSE: Limitation of Government's Obligation.**

As prescribed, use the following clause:

**LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line item 0007 is incrementally funded. For this item, the sum of \$69,103.10 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

On execution of the modification	\$69,103.10
September 1, 2014	\$69,103.10
October 1, 2014	\$69,103.10
November 1, 2014	\$69,103.10
December 1, 2014	\$69,103.10
January 1, 2015	\$69,103.10
February 1, 2015	\$69,103.10
March 1, 2015	\$69,103.10
April 1, 2015	\$69,103.10
May 1, 2015	\$69,103.10
June 1, 2015	\$69,103.10
July 1, 2015	\$69,103.10

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages	
				1		4	
2. AMENDMENT MODIFICATION NO. PS12		3. EFFECTIVE DATE AUG 01, 2014		4. REQUISITION/PURCHASE REQ. NO. 7PM-14-0189		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, PBS, 7PQB-FW Building Services Branch Team II 819 Taylor St. Room 14B06 Fort Worth TX 76102 John E. Davis 817-978-7476 johne.davis@gsa.gov				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-VW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$2,915.04 Modification Obligated Amount: \$242.92	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b),					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Operations, Maintenance, and Grounds Maintenance, Fort Worth Federal Center, Fort Worth, TX Current contract period: 08/01/2013 - 07/31/2014 Option II 1. The purpose of this modification is to incorporate the inspection of boilers and pressure vessels into the contract effective 08/01/2014. 2. As a result of this ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				16C. DATE SIGNED			
				07-30-2014			

Continued from Block 14...

modification, the monthly contract price is increased by \$242.92 from \$69,103.10 to \$69,346.02. See the attached proposal from the contractor in the amount of \$5,830.00 and Atlantic Services in the amount of \$5,300.00.

3. Effective 08/01/2014, the attached Limitation of Government's Obligation clause is hereby incorporated into the contract.
4. Since this modification agreed to herein is accepted as a complete and equitable adjustment, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments contributable to the facts and circumstances giving rise to this modification.



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0008	<p>(New Line Item)</p> <p>PROVIDE BOILER INSPECTION SERVICES AT THE FORT WORTH FEDERAL CENTER, FORT WORTH, TX.</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY 1 MONTH (8/1/2014 - 8/30/2014) OF FUNDING IN THE AMOUNT OF \$242.92. THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS.</p> <p>Contractor's email: neaw@wwcontractors.com</p> <p>Replace C.38.17. Boiler/Pressure Vessel Operation and Inspection Standards with the following.</p> <p>Boiler operation and inspections must be in accordance with applicable codes and regulations including but not limited to:</p> <p>(1) ASME Boiler and Pressure Vessel Code.  (2) National Board Inspection Code.  (3) Environmental Protection Agency and local AQMD requirements.  (4) ASME CSD-1, Control &amp; Safety Devices for Automatically Fired Boilers.  (5) NFPA 85, Boiler and Combustible Systems Hazards Code.</p> <p>At a minimum, flue gas analysis shall be accomplished at the beginning of each heating season.  Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2, Inspection of Boiler and Pressure Vessels, of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or an equivalent approved form for each boiler inspected. The Contractor shall complete GSA Form 350 (Inspection Report of Unfired Pressure Vessels) or an equivalent approved form for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) or an equivalent approved form shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who shall be employed by an independent firm specializing in boiler and unfired pressure vessel inspections. Fuel fired Domestic water heaters above 30 psi and 15 gallons require testing every two years. Electric water heaters less than 30 gallons do not require inspection.</p> <p>Cold Inspection:  These inspections should be done when the Boilers can be opened up for the inspector if required, during the summer months. Boilers, Water Heaters, Expansion Tanks, Heat Exchangers/Converters, Storage Tanks (with Man Hole) and Air Compressors. This time is good for doing any external Tube Heat Exchanger/Converters, Flat Plate Exchangers.</p> <p>Hot Inspections  These inspections should be done before the heating season for Operational Inspections, safeties and Flue GAS testing. This time is also good for doing any Tube Heat Exchanger/Converters, Flat Plate Exchangers while under pressure.</p>	12.00	MO	242.92	2,915.04

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Unfired Pressure Vessel</p> <p>Storage tanks and other unfired pressure Vessels require testing and PM every three years.</p> <p>Storage Tanks do not require inspections if they don't have an Access Panel / Man Hole and Expansion Tanks if they are below 15 gal and under 30 psi (Operating Pressure) do not need testing. Water Heaters that exceed 199,999 btu's must be treated as a Boiler and be Inspected Annually.</p> <p>Inspections shall be scheduled to coordinate with the Maintenance contractor and Property managers for each facility and shall include full reports of equipment conditions, adjustments made, and corrective actions. The reports shall be given to the O&amp;M contractor and Property Manager upon completion of inspection. Upon completion of the &amp;#65533;Hot&amp;#65533; inspection an Annual Boiler Certification certificate, GSA Form 349 , or GSA Form 350,(unfired pressure vessel). A GSA Form 1034, ( Certificate of Inspection shall be completed and posted near each vessel inspected.)</p> <p>Accounting and Appropriation Data:  1B1G00170.2014.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$242.92  PR NUMBER: 7PM-14-0189  DELIVERY DATE: 07/31/2015  SHIP TO:  Federal Center  501 Felix Street  Fort Worth, TX 76115  Fort Worth TX 76115  FOB : Destination  Pricing Option: Firm-Fixed-Price</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1      2	
2. AMENDMENT MODIFICATION NO.  PA13		3. EFFECTIVE DATE  DEC 09, 2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
						10B. DATED (SEE ITEM 13) AUG 01, 2011	
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						Modification Amount: \$0.00 Modification Obligated Amount: \$0.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Contracting Officer Derek Gadberry, 817-978-7170, Derek.Gadberry@gsa.gov.							
1. The purpose of this modification is to change the contracting officer from John Davis to Derek Gadberry. ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR     (Signature of person authorized to sign)				15C. DATE SIGNED		16C. DATE SIGNED	
						DEC 09, 2014	

**Continuation Page**

**Continued from Block 14...**

2. The period of performance is remains unchanged.
3. The total value of the award remains unchanged.
4. This modification is effective upon the signature of the GSA Contracting Officer. All other terms and conditions remain unchanged.

**Continuation Page**

**Continued from Block 14...**

2. Trinmar WW JV #s offer for the Option IV, Year 5, wage increase dated 02 Jun 2015 and the Option III, Year 4 , wage increase dated 13 June 2014 is hereby incorporated into this contract.
3. The modified SOW to delete Building 7 dated 17 Jun 2015 is hereby incorporated into this contract.
4. In accordance with FAR 52.217-9 Option to Extend the Term of the Contract, the Option IV, Year 5, 1 August 2015 through 31 July 2016, is hereby exercised.
5. Effective 08/01/2015, the monthly price is increased by \$2,153.52 from \$69,346.02 to \$71,499.54
6. Effective 08/01/2015, the obligated amount is increased by \$71,499.54 from \$2,194,063.14 to \$2,265,562.68
7. The total amount of this modification is \$ 857,994.48.
8. The total value of the award is increased by \$857,994.48 FROM \$2,265,562.68 TO \$3,814,863.84.
9. This modification is effective upon the signature of the GSA Contracting Officer. All other terms and conditions remain unchanged.

**GS-07P-11-JU-0013/PS15**

Fort Worth Federal Center Building Number 07020818, Fort Worth Texas

**LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) On execution of Mod PS15, contract line item 0009, from August 1, 2015 through July 31, 2016, are incrementally funded. For this item, the sum of \$ 71,499.54 of the total price is presently available for payment and allotted to this call order. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on the item beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for the item regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item for convenience includes costs, profit, and estimated termination settlement costs for those item.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

G(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

August 1, 2015	\$71,499.54
September 1, 2015	\$71,499.54
October 1, 2015	\$71,499.54
November 1, 2015	\$71,499.54
December 1, 2015	\$71,499.54
January 1, 2016	\$71,499.54
February 1, 2016	\$71,499.54
March 1, 2016	\$71,499.54
April 1, 2016	\$71,499.54
May 1, 2016	\$71,499.54
June 1, 2016	\$71,499.54
July 1, 2016	\$71,499.54

(End of clause)

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0009	<p>(New Line Item)</p> <p>FUNDS ARE REQUESTED TO PROVIDE FULL MAINTENANCE SERVICES IN THE (FORT WORTH FEDERAL CENTER) FACILITIES.</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY TWO MONTHS (08/01/2015 - 09/30/2015) OF FUNDING IN THE AMOUNT OF (\$142,999.08). THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS OF (\$71,499.54).</p> <p>OPTION 4 OF (GS-07P-11-JU-D-0013) PERIOD OF PERFORMANCE IS (08/01/2015 - 07/31/2016).</p> <p>O&amp;M SERVICES ARE ALLOCATED AS FOLLOWS:</p> <p>Accounting and Appropriation Data:  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA12. .07020818. .  \$6,971.35  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA61. .07020818. .  \$6,250.00  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$58,278.19  PR NUMBER: 7PM-15-0240  FOB : Destination  Period of Performance: 08/01/2015 to 07/31/2016</p>	12.00	MO	71,499.54	857,994.48

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 6	
2. AMENDMENT MODIFICATION NO. PA14		3. EFFECTIVE DATE JUL 01, 2015		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040  DUNS: 966445467 Cage Code: 6AS21				(x)			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013			
10B. DATED (SEE ITEM 13) AUG 01, 2011				X			
CODE 00030998		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount: \$0.0	
See Schedule						Modification Obligated Amount: \$0.0	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
Contracting Officer Derek Gadberry, 817-978-7170, Derek.Gadberry@gsa.gov.							
1. This modification is issued to incorporate clauses and language as attached.							
2. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)						JUL 01, 2015	

**Modification incorporates FAR Clause 52.222-55 Minimum Wages Under Executive Order 13658 in full text, clauses noted in Acquisition Letter MV-15-01, Contract Guidance on Information and Information Systems Security and updated Clause 52.223-2 (Sept, 2013), Affirmative Procurement of Biobased Products under Service and Construction Contracts.**

**1. Clause 52.222-55**

**MINIMUM WAGES UNDER EXECUTIVE ORDER 13658  
(DEC 2014)**

(a) *Definitions.* As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker" —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.



(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

## 2. MV-15-01 Clauses:

**Appendix A References.** The following documents are some of the statutes and regulations that govern information and information system security.

40 U.S.C. 11331, Responsibilities for Federal Information Systems Standards <http://www.gpo.gov/fdsys/pkg/USCODE-2009-title40/pdf/USCODE-2009-title40-subtitleIII-chap113-subchapIII-sec11331.pdf>

E-Government Act of 2002, Public Law 107-347

Federal Information Security Management Act of 2002 (FISMA), Public Law 107-347  
<http://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

OMB Circular A-130, Management of Federal Information Resources  
[http://www.whitehouse.gov/omb/circulars\\_a130\\_a130trans4/](http://www.whitehouse.gov/omb/circulars_a130_a130trans4/)

OMB Memorandum M-14-03, Enhancing the Security of Federal Information and Information Systems  
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2014/m-14-03.pdf>

OMB Memorandum M-14-04, Fiscal Year 2013 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management  
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2014/m-14-04.pdf>

OMB Memorandum M-15-01, Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices  
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2015/m-15-01.pdf>

NIST Standard SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations <http://csrc.nist.gov/publications/nistpubs/800-137/SP800-137-Final.pdf>

NIST Standard SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems <http://csrc.nist.gov/publications/nistpubs/800-37-rev1/sp800-37-rev1-final.pdf>

**Appendix B Contract Clauses.** The following clauses apply to all contracts where contractors may require access to sensitive data, or use GSA information technology (IT) resources. These clauses are incorporated into the task order. Clause full text is available at [www.acquisition.gov](http://www.acquisition.gov).

- FAR Clause 52.204-2, Security Requirements
- FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel
- FAR Clause 52.224-1, Privacy Act Notification
- FAR Clause 52.224-2, Privacy Act
- FAR Clause 52.239-1, Privacy or Security Safeguards
- GSAR Clause 552.204-9, Personal Identity Verification Requirements
- GSAR Clause 552.236-75, Use of Premises
- GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization
- GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources

#### **Appendix C New Contract Language -- Safeguarding Sensitive Data and Information Technology Resources**

In accordance with FAR 39.105, this section is incorporated into the Statement of Work. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

- CIO P 2100.1 GSA Information Technology (IT) Security Policy
- CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- 4 CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- 5 CIO 2105.1B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- 6 CIO 2106.1 GSA Social Media Policy
- 7 CIO 2107.1 Implementation of the Online Resource Reservation Software
- 8 CIO 2160.4 Provisioning of Information Technology (IT) Devices
- 9 CIO 2162.1 Digital Signatures
- 10 CIO P 2165.2 GSA Telecommunications Policy
- 11 CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- 12 CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- 13 CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- 14 CIO IL-13-01 Mobile Devices and Applications
- 15 CIO IL-14-03 Information Technology (IT) Integration Policy
- 16 HCO 9297.1 GSA Data Release Policy

The contractor and subcontractors must insert the substance of this section in all subcontracts.

3. **Clause 52.223-2 (Sept 2013)**

AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS  
(SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 5			
2. AMENDMENT MODIFICATION NO. PS15		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. 7PM-15-0240		5. PROJECT NO. (if applicable)			
6. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102				7. ADMINISTERED BY (If other than item 6) See Block 6					
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040  DUNS: 966445467 Cage Code: 6AS21				(x)		9A. AMENDMENT OF SOLICITATION NO.			
				X		9B. DATED (SEE ITEM 11)			
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013			
						10B. DATED (SEE ITEM 13) AUG 01, 2011			
CODE 00030998		FACILITY CODE							
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.									
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						Modification Amount: \$857,994.48 Modification Obligated Amount: \$71,499.54			
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>									
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
X	FAR 52.217-9 Option to Extend the Term of the Contract								
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).								
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
	D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.									
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Contracting Officer Derek Gadberry, 817-978-7170, Derek.Gadberry@gsa.gov.									
1. The purpose of this modification is to exercise the option for Option IV, Year 5, to incorporate the wage increases for Option III and Option IV, correct the errors on Modification 2, and to reduce scope by removing the building 7. ...See Continuation Page									
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED						16C. DATE SIGNED	
(Signature of person authorized to sign)									

**Continuation Page**

**Continued from Block 14...**

2. Trinmar WW JV #s offer for the Option IV, Year 5, wage increase dated 02 Jun 2015 and the Option III, Year 4 , wage increase dated 13 June 2014 is hereby incorporated into this contract.
3. The modified SOW to delete Building 7 dated 17 Jun 2015 is hereby incorporated into this contract.
4. In accordance with FAR 52.217-9 Option to Extend the Term of the Contract, the Option IV, Year 5, 1 August 2015 through 31 July 2016, is hereby exercised.
5. Effective 08/01/2015, the monthly price is increased by \$2,153.52 from \$69,346.02 to \$71,499.54
6. Effective 08/01/2015, the obligated amount is increased by \$71,499.54 from \$2,194,063.14 to \$2,265,562.68
7. The total amount of this modification is \$ 857,994.48.
8. The total value of the award is increased by \$857,994.48 FROM \$2,265,562.68 TO \$3,814,863.84.
9. This modification is effective upon the signature of the GSA Contracting Officer. All other terms and conditions remain unchanged.

**GS-07P-11-JU-0013/PS15**

Fort Worth Federal Center Building Number 07020818, Fort Worth Texas

**LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) On execution of Mod PS15, contract line item 0009, from August 1, 2015 through July 31, 2016, are incrementally funded. For this item, the sum of \$ 71,499.54 of the total price is presently available for payment and allotted to this call order. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on the item beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for the item regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item for convenience includes costs, profit, and estimated termination settlement costs for those item.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

G(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

August 1, 2015	\$71,499.54
September 1, 2015	\$71,499.54
October 1, 2015	\$71,499.54
November 1, 2015	\$71,499.54
December 1, 2015	\$71,499.54
January 1, 2016	\$71,499.54
February 1, 2016	\$71,499.54
March 1, 2016	\$71,499.54
April 1, 2016	\$71,499.54
May 1, 2016	\$71,499.54
June 1, 2016	\$71,499.54
July 1, 2016	\$71,499.54

(End of clause)



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0009	<p>(New Line Item)</p> <p>FUNDS ARE REQUESTED TO PROVIDE FULL MAINTENANCE SERVICES IN THE (FORT WORTH FEDERAL CENTER) FACILITIES.</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY TWO MONTHS (08/01/2015 - 09/30/2015) OF FUNDING IN THE AMOUNT OF (\$142,999.08). THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS OF (\$71,499.54).</p> <p>OPTION 4 OF (GS-07P-11-JU-D-0013) PERIOD OF PERFORMANCE IS (08/01/2015 - 07/31/2016).</p> <p>O&amp;M SERVICES ARE ALLOCATED AS FOLLOWS:</p> <p>Accounting and Appropriation Data:  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA12. .07020818. .  \$6,971.35  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA61. .07020818. .  \$6,250.00  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$58,278.19  PR NUMBER: 7PM-15-0240  FOB : Destination  Period of Performance: 08/01/2015 to 07/31/2016</p>	12.00	MO	71,499.54	857,994.48

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code		Page of Pages 1 5		
2. AMENDMENT MODIFICATION NO. PA16		3. EFFECTIVE DATE JUL 28, 2015		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) TRINMAR-WW JV I 1927 BROOKSIDE DRIVE EDGEWOOD MD 21040				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07P-11-JU-D-0013	
CODE 00030998				FACILITY CODE		10B. DATED (SEE ITEM 13) AUG 01, 2011	

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE  
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF  
YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each  
telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Amount: \$0.0  
Modification Obligated Amount: \$762,806.2

See Schedule

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
(X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

# 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Contracting Officer: Derek Gadberry, 817-978-7170. Derek.Gadberry@gsa.gov.

1. The purpose of this administrative modification is to reconcile the obligation amount for the period of performance (POP) 08/1/2014 to 07/31/2015 from \$2,194,063.14 to \$ 2,956,869.36. In accordance with the Limitation of Governments' ...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED	
		JUL 28, 2015	
(Signature of person authorized to sign)			

Continued from Block 14...

Obligation (LOGO) clause, \$69,346.02 was obligated at time of award and \$762,806.22 was incrementally obligated through ACO notification process for the months of 09/01/2014 thru 07/31/2015 as detailed in LOGO clause schedule in paragraph J (attached for reference). This modification serves solely to adjust the obligation value in the contract writing system. All funds for the POP have been obligated in the financial system.

2. The total amount of this modification is \$0.0.

3. This modification is effective upon the signature of the GSA Contracting Officer. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0007	<p>(Changed Line Item)</p> <p>OPERATIONS, MAINTENANCE AND GROUNDS MAINTENANCE, FORT WORTH FEDERAL CENTER, FORT WORTH, TX.</p> <p>Contractor email: neaw@wwcontractors.com</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY ONE MONTH 08/01/2014 - 08/31/2014 OF FUNDING IN THE AMOUNT OF \$69,103.10. THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS.</p> <p>OPTION 3 OF GS-07P-11-JU-D-0013 PERIOD OF PERFORMANCE IS 08/01/2014 - 07/31/2015.</p> <p>O&amp;M SERVICES ARE ALLOCATED AS FOLLOWS:</p> <p>Accounting and Appropriation Data: 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA12. .07020818. . \$82,923.72 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA91. .07020818. . \$75,000.00 1B1G00170.2014.192X.07.PG61.P07250D1.K08. PGA42. .07020818. . \$671,313.48 PR NUMBER: 7PM-14-0180 DELIVERY DATE: 07/31/2015 SHIP TO: Federal Center 501 Felix Street Fort Worth, TX 76115 Fort Worth TX 76115 FOB : Destination Period of Performance: 08/01/2014 to 07/31/2015 Pricing Option: Firm-Fixed-Price</p> <p>(Changed Line Item)</p> <p>PROVIDE BOILER INSPECTION SERVICES AT THE FORT WORTH FEDERAL CENTER, FORT WORTH, TX.</p> <p>NOTE: THE CERTIFICATION OF FUNDING REFLECTS ONLY 1 MONTH (8/1/2014 - 8/30/2014) OF FUNDING IN THE AMOUNT OF \$242.92. THE REMAINING MONTHS ARE SUBJECT TO THE LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE AND WILL BE FUNDED IN ONE-MONTH INCREMENTS.</p> <p>Contractor's email: neaw@wwcontractors.com</p> <p>Replace C.38.17. Boiler/Pressure Vessel Operation and Inspection Standards with the following.</p> <p>Boiler operation and inspections must be in accordance with applicable codes and regulations including but not limited to:</p> <p>(1) ASME Boiler and Pressure Vessel Code. (2) National Board Inspection Code. (3) Environmental Protection Agency and local AQMD requirements. (4) ASME CSD-1, Control &amp; Safety Devices for Automatically Fired Boilers.</p>	12.00	MO	69,103.10	829,237.20
0008	<p>Contractor's email: neaw@wwcontractors.com</p> <p>Replace C.38.17. Boiler/Pressure Vessel Operation and Inspection Standards with the following.</p> <p>Boiler operation and inspections must be in accordance with applicable codes and regulations including but not limited to:</p> <p>(1) ASME Boiler and Pressure Vessel Code. (2) National Board Inspection Code. (3) Environmental Protection Agency and local AQMD requirements. (4) ASME CSD-1, Control &amp; Safety Devices for Automatically Fired Boilers.</p>	12.00	MO	242.92	2,915.04

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>(5) NFPA 85, Boiler and Combustible Systems Hazards Code.</p> <p>At a minimum, flue gas analysis shall be accomplished at the beginning of each heating season.</p> <p>Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2, Inspection of Boiler and Pressure Vessels, of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or an equivalent approved form for each boiler inspected. The Contractor shall complete GSA Form 350 (Inspection Report of Unfired Pressure Vessels) or an equivalent approved form for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) or an equivalent approved form shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who shall be employed by an independent firm specializing in boiler and unfired pressure vessel inspections. Fuel fired Domestic water heaters above 30 psi and 15 gallons require testing every two years. Electric water heaters less than 30 gallons do not require inspection.</p> <p>Cold Inspection:</p> <p>These inspections should be done when the Boilers can be opened up for the inspector if required, during the summer months. Boilers, Water Heaters, Expansion Tanks, Heat Exchangers/Converters, Storage Tanks (with Man Hole) and Air Compressors. This time is good for doing any external Tube Heat Exchanger/Converters, Flat Plate Exchangers.</p> <p>Hot Inspections</p> <p>These inspections should be done before the heating season for Operational Inspections, safeties and Flue GAS testing. This time is also good for doing any Tube Heat Exchanger/Converters, Flat Plate Exchangers while under pressure.</p> <p>Unfired Pressure Vessel</p> <p>Storage tanks and other unfired pressure Vessels require testing and PM every three years.</p> <p>Storage Tanks do not require inspections if they don't have an Access Panel / Man Hole and Expansion Tanks if they are below 15 gal and under 30 psi (Operating Pressure) do not need testing. Water Heaters that exceed 199,999 btu's must be treated as a Boiler and be Inspected Annually.</p> <p>Inspections shall be scheduled to coordinate with the Maintenance contractor and Property managers for each facility and shall include full reports of equipment conditions, adjustments made, and corrective actions. The reports shall be given to the O&amp;M contractor and Property Manager upon completion of inspection. Upon completion of the &amp;#65533;Hot&amp;#65533; inspection an Annual Boiler Certification certificate, GSA Form 349 , or GSA Form 350,(unfired pressure vessel). A GSA Form 1034, ( Certificate of Inspection shall be completed and posted near each vessel inspected.)</p> <p>Accounting and Appropriation Data:</p>				

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>1B1G00170.2014.192X.07.PG61.P07250D1.K08.</p> <p>PGA42. .07020818. .</p> <p>\$2,915.04</p> <p>PR NUMBER: 7PM-14-0189</p> <p>DELIVERY DATE: 07/31/2015</p> <p>SHIP TO:</p> <p>    Federal Center</p> <p>    501 Felix Street</p> <p>    Fort Worth, TX 76115</p> <p>    Fort Worth TX 76115</p> <p>FOB : Destination</p> <p>Pricing Option: Firm-Fixed-Price</p>				

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page of Pages

1 3

2. AMENDMENT MODIFICATION NO.

PA17

3. EFFECTIVE DATE

AUG 21, 2015

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

7PQB

GSA PBS 7PQB

ACQUISITION MANAGEMENT DIV - SERVICES BRANCH

819 TAYLOR ST 12B01

FORT WORTH TX 76102

7. ADMINISTERED BY (If other than item 6)

CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code)

TRINMAR-WW JV I

1927 BROOKSIDE DRIVE

EDGEWOOD MD 21040

DUNS: 966445467

Cage Code: 6AS21

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-07P-11-JU-D-0013

10B. DATED (SEE ITEM 13)

X

CODE 00030998

FACILITY CODE

AUG 01, 2011

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Amount: \$0.0

See Schedule

Modification Obligated Amount: \$0.0

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Contracting Officer Derek Gadberry, 817-978-7170, Derek.Gadberry@gsa.gov.

1. The purpose of this modification to change the period of performance for PS15, change PS15 LOGO clause wording, and change PS15 accounting line.

...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

AUG 21, 2015



Continued from Block 14...

2. The purpose of this modification is to change Modification PS15 accounting line  
1B1G00170.2015.192X.07.PG61.P07250D1.K08.PGA42..07020818.. by \$6,250.00 from \$58,278.19 to  
\$64,528.19.
3. Additionally the purpose is the change Modification PS15 accounting line  
1B1G00170.2015.192X.07.PG61.P07250D1.K08.PGA61..07020818 ..by \$-6,250.00 from \$6,250.00 to \$0.
4. The period of performance is hereby changed FROM 01 August 2015 through 31 July 2015 TO 01  
August 2015 through 31 July 2016 on the award administration in modification PS15.
5. The total value of the award remains \$3,814,863.84.
6. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0009	<p>(Changed Line Item)  CONTRACTOR EMAIL: timothym@wwcontractors.com.</p> <p>This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of \$71,499.54 for the period of performance of 08/01/2015 to 07/31/2016. The remaining 11 months are subject to the #Limitation of Government#s Obligation# clause which is incorporated into Section G of the contract. The remaining months will be funded in one-month increments.</p> <p>The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the #Limitation of Government#s Obligation# contract clause.</p> <p>The contractor will be sent an email to the above email address when the subsequent monthly increment of funding is provided.</p> <p>OPTION 4 OF (GS-07P-11-JU-D-0013) PERIOD OF PERFORMANCE IS (08/01/2015 - 07/31/2016).</p> <p>O&amp;M SERVICES ARE ALLOCATED AS FOLLOWS:</p> <p>Accounting and Appropriation Data:  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA12. .07020818. .  \$6,971.35  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA61. .07020818. .  \$0.00  1B1G00170.2015.192X.07.PG61.P07250D1.K08.  PGA42. .07020818. .  \$64,528.19  PR NUMBER: 7PM-15-0240  FOB : Destination  Period of Performance: 08/01/2015 to 07/31/2016</p>	MAX 12.00	MO	71,499.54	857,994.48